

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>GARY CALDWELL, et al.,</p> <p>Plaintiffs,</p> <p>-against-</p> <p>CITY OF NEW YORK, et al.,</p> <p>Defendants.</p>

23-CV-10730 (RFT)

ORDER**ROBYN F. TARNOFSKY**, United States Magistrate Judge.

Before me is the parties' joint request that the Court approve their settlement agreement in this case (the "Settlement Agreement"), which was submitted on December 2, 2024 (ECF 73-1). This case is an action for money damages under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. ("FLSA"). A federal court must determine whether settlement of an FLSA case is fair and reasonable and the subject of an arms'-length negotiation, as opposed to an employer's overreaching. *See Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015). I have carefully reviewed the Settlement Agreement, as well as the parties' letter addressing whether the Settlement Agreement is fair and reasonable (ECF 73). I have considered, without limitation, the prior proceedings; the risks, burdens, and costs of continuing the action; the range of possible recoveries; the terms of the Settlement Agreement, including but not limited to the scope of the releases; whether the Settlement Agreement is the product of arms'-length bargaining between experienced counsel or parties; the possibility of fraud or collusion; and the reasonableness of the attorneys' fees to be paid. I decline to perform a lodestar cross check, because I believe doing so is unnecessary in light of the fee agreements between each Plaintiff and his or her counsel, particularly since the percentage agreed to (25%) in the fee agreements is less than the percentage approved by this Court in similar cases. *See, e.g., Puerto v. Happy Life Home Health Agency Inc.*, No. 23-CV-4915 (GWG), 2023 WL 8258103, at *2 (S.D.N.Y. Nov. 29, 2023). Considering all these factors, I find that the Settlement Agreement is fair and reasonable. The Settlement Agreement hereby is approved. This action is hereby dismissed with prejudice. The Clerk of Court is respectfully directed to close this case. The Court shall retain jurisdiction to enforce the Settlement Agreement.

Dated: December 4, 2024
New York, New York

SO ORDERED.



ROBYN F. TARNOFSKY
United States Magistrate Judge